

DECISION**THE COMPTROLLER GENERAL
OF THE UNITED STATES**

WASHINGTON, D.C. 20548

FILE: B-215295**DATE:** June 20, 1984**MATTER OF:** Centro Management, Inc.**DIGEST:**

Selection of contractor for award under section 8(a) of the Small Business Act is within the discretion of the contracting agency and the Small Business Administration (SBA) and will not be questioned absent a showing of fraud or bad faith on the part of government officials or allegations that SBA regulations have been violated.

Centro Management, Inc. (CMI), protests the selection of Kantu Services (Kantu) for the award of a contract under section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), (1982), for mess attendant services at Fort Riley, Kansas.

CMI maintains that it is unfair for the Army to award this contract to Kantu since CMI worked for 2 years to get Fort Riley officials to award this contract under the 8(a) program. CMI contends that it is more deserving of award and that political pressure has caused Fort Riley officials to award the contract to Kantu rather than CMI.

We will not consider the matter. Section 8(a) of the Small Business Act authorizes the Small Business Administration (SBA) to enter into contracts with any government agency with procuring authority and to arrange the performance of such contracts by letting subcontracts to socially and economically disadvantaged small business concerns. The contracting officer is authorized "in his discretion" to let contracts to SBA upon such terms and conditions as may be agreed upon by the procuring agency and SBA. In light of this discretion, we do not review agency determinations to set aside procurements under section 8(a) unless there is a showing of bad faith or fraud on the part of government officials. See J.R. Pope, Inc., B-204230, August 10, 1981, 81-2 CPD 114; Marine Industries Northwest, Inc.; Marine Power and Equipment Company, B-208270, B-208315.2, February 16, 1983, 83-1 CPD 159.

While CMI has alleged that political pressure was the reason that the contract was awarded to Kantu rather than CMI, CMI's speculative statements, without any substantiating evidence, are insufficient to question the propriety of the award. Monarch Enterprises, Inc., B-208631, May 23, 1983, 83-1 CPD 548. Contracting officials are presumed to act in good faith and, in order to show otherwise, the protester must submit virtually irrefutable proof that they had a malicious and specific intent to harm the protester. J.F. Barton Contracting Co., B-210663, February 22, 1983, 83-1 CPD 177. CMI's protest submission does not suffice to meet the high standard of proof required.

Accordingly, we dismiss the protest.

Harry R. Van Cleve
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Acting General Counsel